

5602

TRINITY VILLAGE WATER COMPANY
6 REYES COURT
SACRAMENTO, CALIFORNIA 95831

JULY 13, 2010

Ms. Victoria Whitney
Chief, Division of Water Rights
State Water Resources Control Board
PO Box 2000
Sacramento, Ca 95812-2000

RE: TRINITY VILLAGE WATER COMPANY'S RIPARIAN and APPROPRIATIVE WATER RIGHTS from
HAWKINS BAR CREEK (HAWKINS CREEK) and the TRINITY RIVER, located in TRINITY COUNTY,
CALIFORNIA

Dear Victoria:

Recently, the Trinity Village Water Company received a Prop 50 grant from the California Department of Public Health to replace its water treatment facility. The Company is in the process of completing this project. The Project is being constructed in the same location and on the same footprint as its original facility. All necessary environmental permits were obtained for this project.

During that process, questions were raised regarding the Company's Water Right to the waters of Hawkins Creek.

A Legal Opinion and documentation provided by Paul Bartkiewicz supporting Trinity Village Water Company's Riparian Right was provided to Steven Herrera Chief of the Water Rights Division on September 16, 2010.

Since that time, an exhaustive search has uncovered additional documentation from the Trinity County Archives and the UCD Department of Engineering and Geology Library that confirm Mr. Bartkiewicz earlier opinion and establish that in addition to its riparian rights to Hawkins Creek, the Trinity Village Water Company also has two significant pre-1914 appropriative water rights to Hawkins Bar Creek (Hawkins creek)

With this letter we provide the following documents for your files.

1. Map of Trinity Village subdivision
2. Trinity County Assessor's Map No. 8-11 of 1949, showing lots 37, 38, and 39, and the location of the Hawkins Bar Gold Placer Mine and the Martinsville Gold Placer Mine.

3. Two Water Notices filed by Jeremiah Smith at the Trinity County Courthouse on October 19th 1891 constituting Two Pre 1914 appropriative rights for 800 miner inches to be APPROPRIATED from "Hawkins Bar Creek" for use on the Martinsville Gold Placer Mine and 700 miners inches to be APPROPRIATED from "Hawkins Bar Creek" for use on the Hawkins Bar Gold Placer Mine as shown on Trinity County Assessors' Map No. 8-11 above. The use of water referred to in these two rights has continued unabated since first use in 1891. One miner's inch is the equivalent of 18.091 acre feet of water per annum.
4. Chain of title showing the sale of lots 37, 38 and 39 from Anderquist Lumber Company (owner Edward Enquist) to Trinity River Development Company (owners Riewerts, Walsh, Enquist and Mathews)
5. Quit Claim Deed Granting and Transferring All Riparian Rights held by the Trinity River Development Company from Hawkins Creek and the Trinity River to the Trinity Village Water Company.
6. Bulletin 94-2, Land and Water Uses in the Trinity River Hydrographic Unit. This bulletin documents the first use of water and the purposes it was put, starting in the year 1887. As stated above the chain of use continues today, from the water notices filed by Jeremiah Smith in 1891 on the same property shown above for parcels 37, 38, and 39 as well as the Martinsville Gold Placer Mine and the Hawkins Bar Gold Placer mine.
7. All water delivered by the Trinity Village Water Company is metered.

I would appreciate your placing these documents in the Trinity Village Water Company file.
Thank you for your interest in this matter.

Sincerely


DANNY WALSH

President, Trinity Village Water Company

TRINITY VILLAGE

Mountain Homesites on the Trinity River

Located 10 miles east of Willow Creek on Highway 299, at Hawkins Bar

LOTS TO CHOOSE FROM

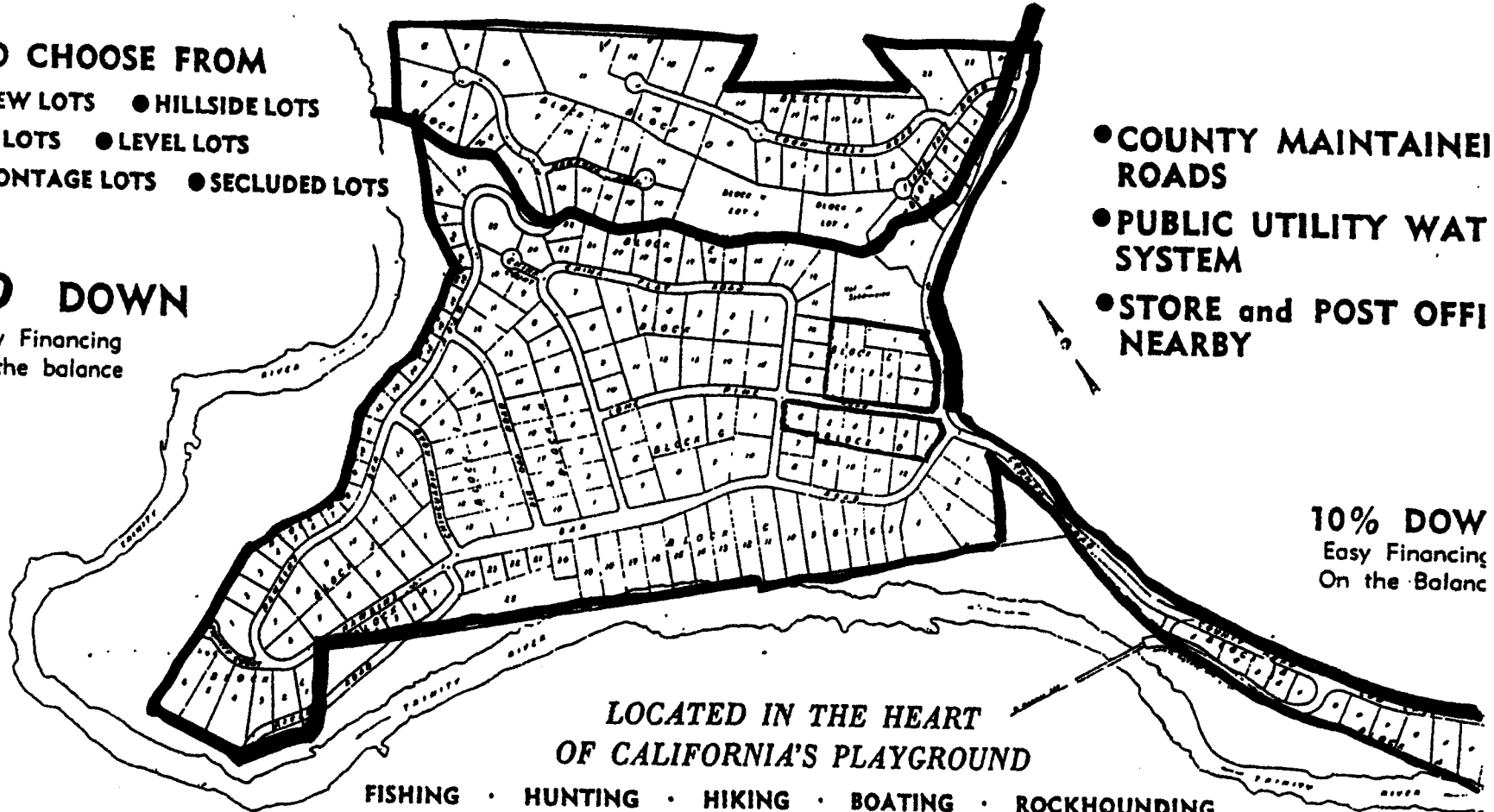
- RIVER VIEW LOTS
- HILLSIDE LOTS
- WOODED LOTS
- LEVEL LOTS
- RIVER FRONTAGE LOTS
- SECLUDED LOTS

10% DOWN

Easy Financing
on the balance

- COUNTY MAINTAINED
ROADS
- PUBLIC UTILITY WATER
SYSTEM
- STORE and POST OFFICE
NEARBY

10% DOWN
Easy Financing
On the Balance



LOCATED IN THE HEART
OF CALIFORNIA'S PLAYGROUND

FISHING • HUNTING • HIKING • BOATING • ROCKHOUDING
MINING • TRAILRIDING • CAMPING • JUST RELAXING

- SWIMMING BEACH

ENJOY

the warm summer days
and evenings at TRINITY VILLAGE

Sales by the

HAROLD HUNT CO.

704 9th Street
Arcata, California

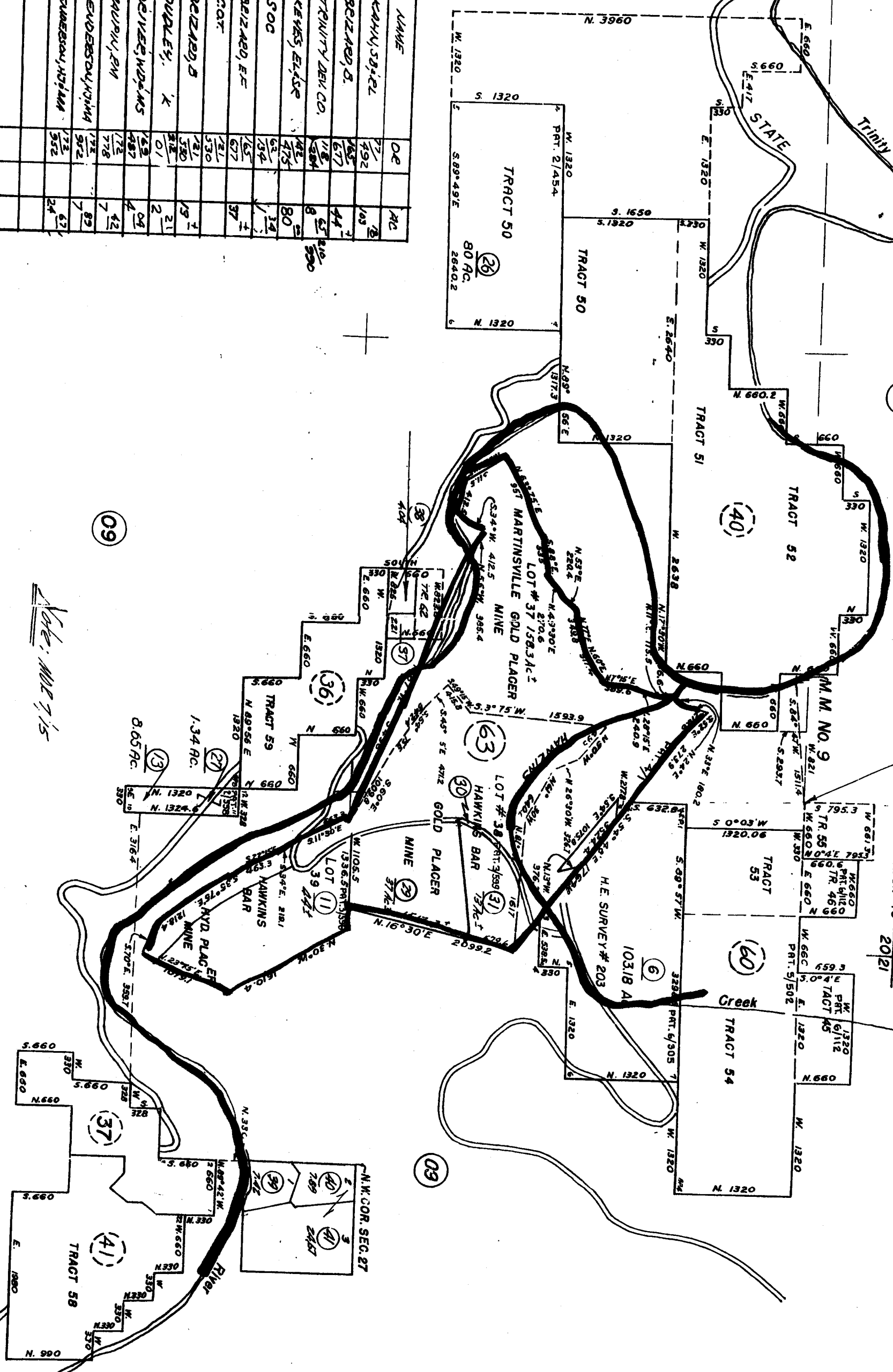
"On the Plaza"

Phone 822-4621

POR. of T 6 N, R 6 E, H. B. 8 M.

Tax Area Code
65-00

Ac	NAME	OE	AC
6	KAHN, S. B. & E. L.	77	12
11	BEIZARD, B.	185	103
13	TRINITY DEK CO.	677	44
26	KEVRES, ELISE	118	8
27	SOC	475	80
29	BEIZARD, E. F.	165	34
30	COT	67	37
31	BEIZARD, B.	121	19
37	DURLEY, K.	181	21
38	DEIVER, N. D. & M. S.	01	2
39	MAUPIN, EM	172	42
40	MEVDEBOLD, J. M. & M. A.	172	7
41	MEVDEBOLD, J. M. & M. A.	172	63



NOTE - ASSESSOR'S BLOCK
& LOT NUMBERS
SHOWN IN CIRCLES

Assessor's Map
No 8-11
County of Trinity, Calif.
1949
1952 1953

- Water Notice -

Jeremiah Smith. "Hawkins Bar Creek" Hawkins Bar.

Notice is hereby given that the undersigned claims and intends to appropriate for mining and agricultural purposes Eight Hundred inches (800) measured under a pressure of four inches of the first flow of the water of this Hawkins Bar Creek in Hawkins Bar Mining district, Township 6, North Range 6 East Humboldt Meridian in the County of Trinity, State of California. Said water to be diverted from the stream at a point where this notice is posted and to be conveyed in a ditch 48 inches wide and 24 inches deep on a grade of $\frac{1}{2}$ inch to one rod to and upon the Martinsville placer mine the place of intended use.

Notice posted and dated this 9th day of October A. D. 1891.

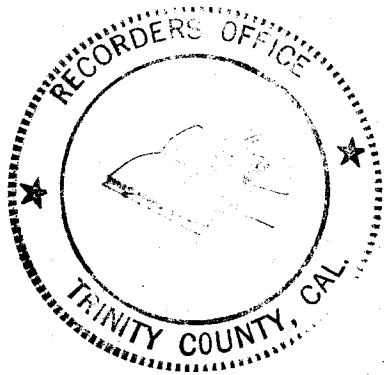
✓ Jeremiah Smith.

Recorded at the Request of Wm. W. Mc Clave
October 19th A. D. 1891 at 23 min. past 10 A. M.

B. A. Crowl, Recorder.

By W. W. Young - Deputy -

Fee \$1.00



- Water Notice -

Jeremiah Smith, "Hawkins Bar Creek", Hawkins Bar.

Notice is hereby given that the undersigned Claims and intends to appropriate for mining and agricultural purposes seven Hundred inches (700) measured under a four inch pressure of the first flow of the water of this Hawkins Bar Creek in Hawkins Bar Mining District, Township 6 North Range 6 East Humboldt Meridian in the County of Trinity, State of California. Said water to be diverted from the stream at a point where this notice is posted and to be conveyed in a ditch 48 inches wide and 24 inches deep on a grade of one half inch to one rod to and upon the Hawkins Bar Placer Mine the place of intended use.

Notice Posted and dated this ninth 9th day of October A. D. 1891.

✓ Jeremiah Smith.

Recorded at the Request of Wm. W. McClave
October 19th A. D. 1891 at 23 min. past 10 A. M.

B. A. Brown, Recorder.

By W. W. Young, Deputy.

Fee \$1.00



RECORDED AT THE REQUEST OF

Mathews & Traverser, attys

DATE NOV 16 1962 2636

AT 40 MIN. PAST 11 A M

BOOK No. 99 OFFICIAL RECORDS

PAGE 574 TRINITY COUNTY,

CALIFORNIA. FEE \$ 2.80

Mason Kading RECORDER

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TRINITY

DONALD E. RIEWERTS and
DONALD E. RIEWERTS as trustee
for WILLIAM P. SMIDT,

NO: 4423

Plaintiffs,

vs

ANDERQUIST LUMBER CO., INC.,
a corporation, and BELCHER ABSTRACT
& TITLE COMPANY, a corporation.

Defendants.

LIS PENDENS

Notice is hereby given that the above entitled action now pending in the above entitled court has been commenced by the above named plaintiff and against the above specified defendants and effects title to the real property hereinafter described; that the object of the action is to foreclose a deed of trust executed on December 6, 1961 by Anderquist Lumber Co., Inc., a corporation to Donald E. Riewerts, trustee for William P. Smidt as beneficiary and to Belcher Abstract & Title Company, a corporation, as trustee, and recorded upon December 13, 1961, in Book 94 of Official Records, Page 264 in the offices of the County Recorder of Trinity County, California.

The real property is situated in the County of Trinity, State of California, and is more particularly described as follows:

All of those certain lots, pieces or parcels of land, situate, lying and being in the County of Trinity, State of California, more particularly described as follows:

Lot 37 in Township 6 North, Range 6 East, Humboldt Meridian,

1 containing 158.3 acres more or less, the United States Patent to which
2 is recorded in Book 4 of Patents, Records of Trinity County, at page
3 1 et seq thereof; The area lying southerly and westerly of the New
4 River Road (Approximately 70 acres) of Lot 38 in Township 6 North,
5 Range 6 East, Humboldt Meridian, the United States Patent to which
6 is recorded in Book 3 of Patents, Records of Trinity County, at
7 Page 599 et seq thereof; The area lying Southerly and Westerly of the
8 Cow Creek Road (approximately 35 acres) of Lot 39 in Township 6 North,
9 Range 6 East, Humboldt Meridian the United States Patent to which is
10 recorded in Book 3 of Patents, Records of Trinity County, at page 596
11 thereof.

12 All being the same property described in the deed to Julian M.
13 Ambrose and Thelma C. Ambrose, his wife, dated July 17, 1944
14 and recorded August 4, 1944 in Book 22 of Official Records at
15 Page 304 Records of Trinity County. EXCEPTING from the above
16 that part of said Lot 37 described as follows: Beginning at a
17 point 32.45 chains South and 4.21 chains east of the corner common
18 to Sections 16, 17, 20 and 21 in Township 6 North, Range 6 East,
19 H. M. thence following the line of a fence built by James Patterson
20 South 60° West 4.2 chains, more or less; thence approximately
21 South 54° East 16.3 chains, more or less; thence North 13° West
22 5.7 chains more or less, to a point where the North line of Lot 37
23 crosses said fence line; thence along the North line of Lot 37 North
24 54° 48' West 10.25 chains to the point of beginning. (5 acres, more or
25 less.)

26 Dated: November 15, 1962.

27 MATHEWS & TRAVERSE

28 BY: 
29 Attorneys for Plaintiff

(3)

12-20-62

Eddie
Don
me

A G R E E M E N T

THIS AGREEMENT made December 20, 1962, between
DONALD E. RIEWERTS, JACK WALSH, and EDWARD H. ENQUIST, Jr.;

W I T N E S S E T H:

THAT WHEREAS, the parties hereto desire to form a corporation to
be named Trinity River Development Co., and to acquire the land hereinafter
described and to develop and sub-divide said land; and

WHEREAS, Riewerts is in the process of acquiring legal title to the
real property in the County of Trinity, State of California, described as follows:

Being that real property described in Book 99 Official
Records, at Page 574, Trinity County Recorder's
Office, document number 3636, Trinity County,
California.

NOW THEREFORE, for and in consideration of the mutual promises,
covenants and conditions it is hereby agreed as follows:

1. The shares of stock of corporation shall be issued one-third each to the
parties hereto, or their designees, for cash. An initial permit and issue of
\$1,200.00 shall be obtained. Any future issue of shares shall be upon a pre-emptive
basis. *part of corporation assets*
2. Riewerts agrees to sell the land, above described to corporation by grant
deed, free of any and all claims or liens except items 1st through 10th inclusive of
Policy of Title of Western Title Insurance Company, No. 14268, to Donald E.

bid by Riewerts at the foreclosure sale in Trinity County Superior Court action No. 4423.

3. Walsh agrees to lend corporation \$25,000.00 in cash, to be loaned on or before May 1, 1963.

4. The monies due to Riewerts and Walsh shall be evidenced by promissory notes with 6% interest and payments of principal and interest due on February 1, 1968, and each secured by a deed of trust. Neither deed of trust shall have priority over the other; in event of a foreclosure, the proceeds thereof shall be paid upon both notes in proportion to the amount due.

5. The corporation shall use the monies received from Walsh for the purpose of developing and sub-dividing the land above described. It is contemplated that the corporation shall sell or lease portions of the land from time to time; Riewerts and Walsh agree to release the lands so sold or leased from the terms of their respective deeds of trust in exchange for net proceeds of said sale or lease (said net proceeds to be applied against the balances due; the net proceeds to be divided and paid in proportion to the then balances due).

6. The corporation shall pay no salaries to the officers or directors as such. ~~Services performed by or expenses incurred by any party to this agreement shall~~ be paid for in such sum as the parties may from time to time agree.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Edward H. Engquist
Jack Walsh
Dr. Riewerts

2-23-63
 Eddie - 30% stock
 Don - 30% " "
 Me - 30% stock
 Moore - 10%

To be issued

A G R E E M E N T

THIS AGREEMENT made Feb 23, 1963, between
 DONALD E. REIWERTS, JACK WALSH, EDWARD H. ENQUIST, JR.,
 and FRANCIS B. MATHEWS;

W I T N E S S E T H:

THAT, WHEREAS, the parties hereto have formed a corporation
 named Trinity River Development Co., which has acquired the land hereinafter
 described and which plans to develop and sub-divide said lands; and

WHEREAS, the property is that real property in the County of
 Trinity, State of California, described as follows:

Being that real property described in Book 99 Official
 Records, at Page 574, Trinity County Recorder's
 Office, document number 3636, Trinity County, California.

NOW, THEREFORE, for and in consideration of the mutual promises,
 covenants and conditions, it is hereby agreed as follows:

1. That shares of stock of corporation shall be issued 30% each to
Riewerts, Walsh and Enquist and 10% to Mathews, or their designees, for cash.
 An initial permit and issuance of \$1000.00 shall be obtained. Any future issue
 of shares shall be upon a pre-emptive basis. ~~The shares of Enquist (and the~~
~~share application and permit) shall be issued 10% thereof each to Donald E.~~
~~Riewerts, Jack Walsh, and Francis B. Mathews.~~

2. Riewerts has bought the land above described on behalf of corporation,
 free of any and all claims or liens except items 1st through 10th inclusive of
 Policy of Title of Western Title Insurance Company, No. 14268, to Donald E.
 Riewerts, dated December 13, 1961, and county taxes since said date, for the
 sum of \$29,477.78. The corporation shall issue a note for \$29,477.78 to

Riewerts secured by a deed of trust in repayment thereof.

3. Walsh agrees to lend corporation \$25,000.00 in cash to be loaned on or before May 1, 1963.

4. The monies due to Riewerts and Walsh shall be evidenced by promissory notes with 6% interest and payments 10% of principal due on June 1, 1964, and each year thereafter until paid, and each secured by a deed of trust. Neither deed of trust shall have priority over the other; in event of a foreclosure, the proceeds thereof shall be paid upon both notes in proportion to the amount due.

5. The corporation shall use the monies received from Walsh for the purpose of developing and sub-dividing the land above described. It is contemplated that the corporation shall sell or lease portions of the land from time to time; Riewerts and Walsh agree to release the lands so sold or leased from the terms of their respective deeds of trust in exchange for net proceeds of said sale or lease (said net proceeds to be applied against the balance due; the net proceeds to be divided and paid in proportion to the then balance due).

6. The corporation shall pay no salaries to the officers or directors as such. Services performed by or expenses incurred by any party to this agreement shall be paid for in such sum as the parties may from time to time agree.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

APPROVED:

TRINITY RIVER DEVELOPMENT CO.

BY De Riewerts
and BY [Signature]

Jack Walsh 17.4
Edward W. Engquist
De Riewerts
[Signature]

(13)
3-64

~~1964~~

A G R E E M E N T

THIS AGREEMENT made March ____, 1964, between DONALD E. RIEWERTS, JACK WALSH and FRANCIS B. MATHEWS:

W I T N E S S E T H:

THAT, WHEREAS, the parties hereto have formed a corporation named Trinity River Development Co., which has acquired the land hereinafter described and which plans to develop and sub-divide said lands; and

WHEREAS, the property is that real property in the County of Trinity, State of California, described as follows:

Being that real property described in Book 99 Official Records, at Page 574, Trinity County Recorder's Office, document number 1636. Trinity County, California.

WHEREAS, the parties have formed a corporation to distribute water, as a public utility to said lands: The name of this corporation is Trinity Village Water Co.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions, it is hereby agreed as follows:

1. The agreement dated February 23, 1963, is hereby cancelled and annulled and the rights and obligations of the parties shall be only as set forth herein.
2. That shares of stock of both corporations shall be owned and held 33 1/3% each by Riewerts, Walsh and Mathews, or their designees. Any future issue of shares shall be upon a pre-emptive basis. The 30 shares of Enquist in Trinity River Development Co. have heretofore been transferred to accomplish this purpose.

3. The allocation of monies of the parties between the two corporations is not relevant with respect to the respective rights of each party therein. Any and all distributions of profit and/or repayment of loans shall be made upon an equal basis to each party.

4. It is the intent of the parties that each shall have an equal capital investment in both corporations. For this purpose, each party does agree to supply capital and/or loans to the two corporations in the total sum of up to \$30,000.00 each. As of March _____, 1964, the capital and/or loans of each party are in the total sum of \$28,000.00 each and computed as follows:

a. Riewerts	share purchase	\$2,555.55
	loan	25,444.45
b. Walsh	share purchase	\$2,555.55
	loan	25,444.45
c. Mathews	share purchase	\$15,555.90
		12,444.10

5. The notes and deeds of trust heretofore given by the corporation to Walsh and Riewerts are cancelled and the corporation shall execute new unsecured promissory notes for the amounts designated above to each party hereto. Payments upon these notes shall be made equally to each party hereto without priority or preference.

6. The corporation shall pay no salaries to the officers or directors as such. Services performed by or expenses incurred by any party to this agreement shall be paid for in such sum as the parties may from time to time agree.

IN WITNESS WHEREOF, the parties hereto have set their hands the
day and year first above written.

DeReewitz
Smith
Jacob Wald

APPROVED:

TRINITY RIVER DEVELOPMENT CO.

By DeReewitz
and By Smith
and By Jacob Wald

TRINITY VILLAGE WATER CO.

By Jacob Wald
and By Smith
and By DeReewitz

QUITCLAIM DEED

EX 112-273

TRINITY RIVER DEVELOPMENT CO., a California corporation, does hereby grant to TRINITY VILLAGE WATER CO., a California corporation, the riparian rights of Trinity River Development Co. in and to all of those certain lots, pieces and parcels of land situate, lying and being in the County of Trinity, State of California and included on that certain map of plat entitled: "Tract No. Trinity Village Subdivision in Lots 37, 38 and 39, Township 6 North, Range 6 East, Humboldt Base & Meridian, April, 1964" recorded May 18, 1964 in Book 3 of Maps and Surveys at Page 165 through 172 inclusive, Trinity County Records, and the right to construct and maintain a water pipeline upon and across Lot A of Block P and Lot 2 of Block P and Lots 12 and 13 of Block E, and Lot 10 of Block H and Lot 25 of Block E as said lots and blocks are shown on that certain map of plat entitled: "Tract No. Trinity Village Subdivision in Lots 37, 38 and 39, Township 6 North, Range 6 East, Humboldt Base & Meridian, April 1964" recorded May 18, 1964 in Book 3 of Maps and Surveys at Page 165 through 172 inclusive, Trinity County Records.

Dated: August 30, 1964.

TRINITY RIVER DEVELOPMENT CO.,
a California corporation

BY: De Rieverts

STATE OF CALIFORNIA

SS:

COUNTY OF HUMBOLDT

On this 30th day of August, 1964, before me Edward F. Traverse a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared DONALD E. RIEWERTS known to me to be the President of the corporation described in and that executed the within instrument on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

RECORDED AT REQUEST OF

Edward F. Traverse

Trinity Village Subdivision in Lots 37, 38 and 39, Township 6 North, Range 6 East, Humboldt Base & Meridian, April, 1964" recorded May 18, 1964 in Book 3 of Maps and Surveys at Page 165 through 172 inclusive, Trinity County Records, and the right to construct and maintain a water pipeline upon and across Lot A of Block P and Lot 2 of Block P and Lots 12 and 13 of Block E, and Lot 10 of Block H and Lot 25 of Block E as said lots and blocks are shown on that certain map of plat entitled: "Tract No. Trinity Village Subdivision in Lots 37, 38 and 39, Township 6 North, Range 6 East. Humboldt Base & Meridian, April 1964" recorded May 18, 1964 in Book 3 of Maps and Surveys at Page 165 through 172 inclusive, Trinity County Records.

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STATE OF CALIFORNIA
SS:
COUNTY OF HUMBOLDT

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

RECORDED AT REQUEST OF

Matthews & Traverse

12 MIN. PAST 10 A.M.

APR 12 1965

TRINITY COUNTY RECORDS

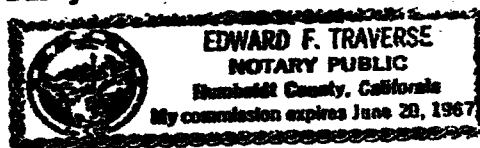
Marion Kuching

nj

RECORDER

FFE-2. J. C. J. R.

Edward F. Traverse
Notary Public in and for the said
County and State



MATTHEWS & TRAVERSE
ATTORNEYS AT LAW
SUITE 200
PROFESSIONAL BLDG.
EUREKA, CALIFORNIA

6
-2 (Final ed.)



State of California
THE RESOURCES AGENCY

Department of Water Resources

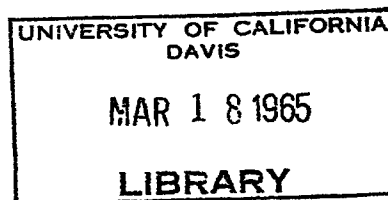
BULLETIN No. 94-2

7412

vol. 1

LAND AND WATER USE IN TRINITY RIVER HYDROGRAPHIC UNIT

Volume I: Text



AUGUST 1964

HUGO FISHER
Administrator
The Resources Agency

EDMUND G. BROWN
Governor
State of California

WILLIAM E. WARNE
Director
Department of Water Resources

TABLE 5 (Continued)
DESCRIPTIONS OF SURFACE WATER DIVERSIONS IN
TRINITY RIVER HYDROGRAPHIC UNIT

Location number and Plate 2 sheet number	Diversion name and owner	Source	Water use in 1957			Apparent water right			Indicated date of operation or first use	Description of diversion system	Remarks
			Purpose	Extent and method of use	Amount diverted in acre-feet	Type	Amount	Reference			
SUNBELT RANCH SUBUNIT (Continued)											
H B & H 60/62-21M (Sheet 11)	Anderson Lumber Company, Inc.	Banister Creek	Domestic, irrigation, 10 acres by flooding	Domestic, 9 families	290	(1)	--	--	1987	Gravelly rock and gravel dam 1 foot high, 4 feet long, with 3.2 mile of earth ditch and 24-inch pipe.	Former owner: Smith, Bryant, Ambrose, Cedar Creek Ranch.
60/62-35M (Sheet 11)	Jas Irving	Dry Creek*	Irrig.	9 acres by sprinkler	20	(1)	--	--	1922	Gravelly rock dam with 0.5 mile of 3- and 2-inch pipe.	Dry Creek also known as Bonson Creek.
60/62-34M (Sheet 11)	Per O. Berg	Trinity River to Trinity River	Mining, domestic	Pleaser mine	Not meas.	Irrigation	--	--	1922	Gravelly gravel dam with 0.2 mile of earth ditch.	Former owner: Walter Bailey.
H B & H 33M/24-31M (Sheet 10)	A. E. Hostetter	Big Bar Creek	Irrig.	5 acres by flooding and hot meas.	Not meas.	(1)	--	--	1972	Gravelly concrete dam 4 feet high, 40 feet long, with 1.2 miles of earth ditch.	Former owner: Lovejoy, Abbott, Ivy. Operated pleaser mine until 1935.
33M/24-31M (Sheet 10)	Clyde C. Kennedy William F. Haulover	Price Creek	Irrig.	7 acres by flooding and sprinkler	479	Approp.*	0.41 cfs	A-1220 ^b	Before 1907	Gravelly log dam 4 feet high 15 feet long, with 0.7 mile of earth ditch.	Former owner: Trinity. Appropriative water right in name of Richard H. and Robert H. Kennedy.
33M/24-31M (Sheet 10)	Bernett Damson	Trinity River	Irrig.	5 acres by flooding	5	Irrigation	--	--	1947	Pump 3-hp motor with a short 5-inch pipeline.	Former owner: R. Bailey, Whitely, Patterson.
33M/24-31M (Sheet 10)	Kurt Bennett	Peterson Gulch	Mining	Pleaser mine	Not meas.	Irrigation	--	--	About 1960	Gravelly earth dam 10 feet high, 30 feet long, with spill to sluice box.	
33M/24-31M (Sheet 10)	Kurt Bennett	Peterson Gulch	Mining	Pleaser mine	1,160*	--	--	--	About 1960	Gravelly lumber dam 4 feet high, 4 feet long, with 0.2 mile of earth ditch to small reservoir and 24-inch pipeline from reservoir to area of use.	Diversion amount reported includes all water diverted by 60/62-90L and 33M/24-31M.
33M/24-31M (Sheet 10)	Kurt Bennett	Trinity River	Trinity River	(*)	(*)	--	--	--	About 1960	Gravelly gravel and lumber dam 3 feet high, 5 feet long, with 0.2 mile of earth ditch joining with 33M/24-31M at small reservoir.	Amount diverted and details of use reported under 33M/24-31M.
34M/24-31M (Sheet 15)	Tom G. and Anna E. Terry	Logan Gulch Creek	Power	--	Not meas.	Approp.	2.0 cfs	A-903 ^b	1977	Gravelly rock and concrete dam 4 feet high, 7 feet long, with 200 feet of 3-inch pipe.	Former owner: H. L. Anderson.
34M/24-31M (Sheet 15)	V. Blatz Bryan Burdette C. H. Harrow C. Stone J. E. Blatz	Deer Creek	Domestic	6 connections*	Not meas.	Approp.	500 MI	Dead	About 1970	Gravelly wood head gate with 0.3 mile of 8- and 3-inch pipe	Supplies community of Big Bar.

TABLE 6
MONTHLY RECORDS OF SURFACE WATER DIVERSIONS IN
TRINITY RIVER HYDROGRAPHIC UNIT, 1957

Location number	Diversion name or owner	Use	Point of measurement or estimate	Method of observation and calculation	Amount diverted, in acre-feet												Remarks	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Total
BURNET RANCH SUBUNIT																		
H B & N 51/62-2321	Eric Doss	Irrigation 6/15/57 - 9/26/57	At area of use	Sprinkler test and operation record	0	0	0	0	0	2	4	4	4	0	0	0	14	
51/61-2311	Paul F. Kaut	Irrigation, domestic, and stockwatering 6/8/57 - 10/21/57	300 feet below intake	Estimated	0	0	0	0	0	0	0	0	0	0	0	0	30	
51/62-3571	Paul F. Kaut	Irrigation, domestic, and stockwatering 6/8/57 - 10/21/57	0.4 mile below intake	Staff gage and depth-flow relationship	0	0	0	0	0	30 ^a	40 ^a	30 ^a	26	22	0	0	346	
51/76-2011	Mary H. Carpenter	Irrigation 4/15/57 - 9/26/57 and domestic	--	Estimated	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	530	
61/52-3401	Everett Fountain	Irrigation	At pump	Pump test and power records	0	0	0	0	0	0	9	10	7	0	0	0	26	
61/62-1601	Frank Wallen	Irrigation 5/1/57 - 9/26/57 and domestic	0.4 mile below intake	Staff gage and depth-flow relationship	40 ^a	30 ^a	40 ^a	30 ^a	50 ^a	30 ^a	10 ^a	10	14	40 ^a	30 ^a	40 ^a	346	
61/62-2111	Mrs. Harland Holness	Irrigation and domestic	0.1 mile below intake	Staff gage and depth-flow relationship	40 ^a	40 ^a	40 ^a	40 ^a	40 ^a	50 ^a	45	38	47	40 ^a	40 ^a	40 ^a	500	
61/62-2111	Anderson Lumber Company, Inc.	Industrial, irrigation, and domestic	Near intake	Estimated	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	250	
61/62-3301	Jin Irving	Irrigation	--	Estimated	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	20	
H B & N 331/124-511	Clyde C. Kennedy William F. Hawley	Irrigation 7/1/57 - 9/26/57 and domestic	0.4 mile below intake	Staff gage and depth-flow relationship	40 ^a	40 ^a	40 ^a	40 ^a	50 ^a	50 ^a	31	35	36	37	40 ^a	40 ^a	479	
331/124-641	Ernest Duncan	Irrigation 6/23/57 - 9/26/57	At pump	Pump test and operation record	0	0	0	0	0	1	0	2	2	0	0	0	5	
331/124-671 331/124-621	Hurt Bennett	Mining 1/1/57 - 4/30/57 and 12/1/57-12/31/57	At house	House rating and operation record	-----	-----	-----	-----	-----	0	0	0	0	0	0	0	1,160 ^b	Reported amount includes diversion from the three points indicated.
HAYFORK CREEK SUBUNIT																		
311/72-1411	Grover A. and Emma E. Gates	Irrigation ^c	300 feet below intake	Estimated	0	0	0	0	0	0	0	-----	-----	0	0	0	30	No water reached area of use due to transportation losses.
311/72-2001	William Humber, Sr.	Irrigation and domestic 7/1/57 - 9/26/57	Near intake	Estimated	0	0	0	0	0	0	0	-----	-----	0	0	0	10	
311/72-2701	Grover A. and Emma E. Gates	Irrigation and domestic 4/5/57 - 9/26/57	At area of use	Sprinkler test and operation record	0	0	0	14	15	173	76	29	12	0	0	0	319	
41/72-2411	Glen Hitchel	Irrigation 6/26/57 - 9/26/57	150 feet below intake	Estimated	0	0	0	0	0	-----	-----	-----	-----	-----	-----	-----	300 ^d	Reported amount includes an estimated 150 of spilled below point of measurement.

See remarks
a Monthly value estimated
b Diversion estimated for period indicated
c NR-- No record for period indicated

TABLE 9
IRRIGATED LANDS IN
TRINITY RIVER HYDROGRAPHIC UNIT, 1957
(In acres)

Location number	Diversion name or owner	Pasture			Alfalfa hay and pasture	Other hay and grain	Field crops	Orchard	Truck crops	Total lands irrigated	Idle irrigated lands	Total
		Mixed	Native	Meadow								
<u>H B & M</u>				<u>BURNT RANCH SUBUNIT</u>								
5N/6E-22C1	Eric Dose		8							8		8
5N/6E-25G1	Homer and Carol Spellenberg	9								9		9
5N/6E-25G2	Homer and Carol Spellenberg	4								4		4
5N/6E-35F1 5N/6E-23N1	Paul F. Kaut		41							41		41
5N/7E-20N1	Mary M. Carpenter	7								7		7
6N/5E-14G1	Everett Fountain	26	5							31		31
6N/6E-16Q1	Frank Wallen	6								6		6
6N/6E-21L1	Mrs. Brizard Holcome				10					10		10
6N/6E-21N1	Anderquist Lumber Company, Inc.		10							10		10
6N/6E-33C1	Jim Irving							9		9		9
<u>M D B & M</u>												
33N/12W-3P1	A. E. Hostetter		5							5		5
33N/12W-5N1	Clyde C. Kennedy William F. Manlove		7							7		7
33N/12W-6A1	Ernest Duncan	—	5	—	—	—	—	—	—	5	—	5
Total Burnt Ranch Subunit		52	81	0	10	0	0	9	0	152	0	152
<u>H B & M</u>				<u>HAYFORK CREEK SUBUNIT</u>								
3N/7E-14J1	Grover A. and Emma E. Gates										14	14
3N/7E-20Q1	William Macumber, Sr.		5							5		5
3N/7E-27C1	Grover A. and Emma E. Gates		15							15		15

* Received partial irrigation

TABLE 7
INDEX TO SURFACE WATER DIVERSIONS IN
TRINITY RIVER HYDROGRAPHIC UNIT

Diversion name or owner	Location number	Subunit	References	
			Plate 2 Sheet No.	Text and appendixes Page No.
Albies, Frieda	31N/12W-11E1 31N/12W-11M1	Hayfork Valley Hayfork Valley	24 24	31, 84 32, 55, 84, C-10
Alexander, Sam, Jr.	32N/10W-5D1 32N/10W-5E1 32N/10W-6H1	Helena Helena Helena	21 21 21	33 33, 85 33, 85
Alley, William L.	34N/9W-29M1 34N/9W-29M2	Weaver Creek Weaver Creek	16 16	47, 63, 92 47, 63, 92
Amort, Leo F.	3N/6E-27A1	Hyampom	20	37, 58, 87
Anderquist Lumber Company, Inc.	6N/6E-21N1	Burnt Ranch	11	28, 53, 82
Atkinson, Guy F., Company	33N/8W-17E1	Middle Trinity	19	22, 39, C-21
Augustine, Robert L. and M. A.	3N/6E-2AR1	Hyampom	20	37, 87, C-17
Austin, B. C. Smith, L. A.	38N/6W-16H1	Trinity Reservoir	4	45, C-13
Bauchou, Adrian B. and Mary R.	36N/7W-8K1	Trinity Reservoir	10	42, 60, 90
Beamer, R.	31N/12W-3N1 31N/12W-10C1	Hayfork Valley Hayfork Valley	24 24	31, 55, 84 31, 84
Bennet, Kurt	4N/8E-9C1 33N/12W-6C1 33N/12W-6F1 33N/12W-6I1	Burnt Ranch Burnt Ranch Burnt Ranch Burnt Ranch	17 18 18 18	27, 53 28 28, 53 28, 53
Berg, Per O.	6N/6E-34K1	Burnt Ranch	11	28
Biggerstaff, Kenneth J.	34N/9W-29M1 34N/9W-29M2 34N/9W-32D1	Weaver Creek Weaver Creek Weaver Creek	16 16 16	47, 63, 92 47, 63, 92 47, 64, 92
Blair, V. Ethridge, Bryan Monroe, G. W. Stone, C. Swink, J. E.	34N/12W-31M1	Burnt Ranch	15	28
Bloss and McClary Ditch Foster, W. C. McDonald, E. K., et al.	36N/7W-18B1	Trinity Reservoir	10	43, 61, 90
Bonner, Myrtle W. Hoxie, Laura E. Pool, Marjorie E.	37N/7W-7G1	Trinity Reservoir	7	44, 61, 90
Brizard Company	See Jameson Ditch			
Byard, Burton	30N/11W-17P1 30N/11W-19A1 30N/11W-20E1	Hayfork Valley Hayfork Valley Hayfork Valley	27 27 27	30, 54, 83 30, 54, 83 30, 54, 83
California-Pacific Utilities Co.	34N/9W-30G1	Weaver Creek	16	22, 47, 64

PAUL M. BARTKIEWICZ
STEPHEN A. KRONICK
RICHARD P. SHANAHAN
ALAN B. LILLY
RYAN S. BEZERRA
JOSHUA M. HOROWITZ
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(916) 446-4254
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E-MAIL bks@bkslawfirm.com

SSW
COPY EDM/KG
5602

JAMES M. BOYD, JR., Of Counsel

September 16, 2009

Mr. Steven Herrera, Chief
Water Rights Permitting Section
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812-2000

Re: Statement of Diversion and Use S000602 (Hawkins Creek) for Trinity Village
Water Company in Trinity County

Dear Mr. Herrera:

I represent the Trinity Village Water Company ("Water Company"), which provides domestic water service within the Trinity Village service area in Trinity County from Hawkins Creek and the Trinity River. In an October 7, 2008 letter from you to the Company, you stated that no information has been provided to the Division of Water Rights to indicate that the Trinity Village parcels maintained their riparian water rights status at the time that they were subdivided. The purpose of this letter is to confirm to the Division that the riparian status of the Trinity Village parcels was preserved at the time they were subdivided, and that these parcels continue to be riparian, with the Water Company exercising these riparian rights on behalf of the Trinity Village parcels to provide them their sole source of domestic water supply.

The Preservation of the Riparian Status When Property is Subdivided for Development

- A. Riparian rights may be preserved in a non-riparian, subdivided parcel either by language in the instrument that conveys the parcel or by evidence of the parties' intent to preserve the riparian right in that parcel**

A riparian right attaches to land that is contiguous to a watercourse. (*Pleasant Valley Canal Co. v. Borror* (1998) 61 Cal.App.4th 742, 774.) Riparian rights can be severed when land ceases to be contiguous to the watercourse, such as through subdivision of a riparian parcel. (See *United States v. Fallbrook Pub. Util. Dist.* (1961) 193 F.Supp. 342, 347-348.) Riparian rights in a subdivided parcel will be preserved, however, if the instrument conveying the subdivided, non-contiguous parcel preserves the riparian right, or if the parties intend for the riparian right to be preserved, which can be shown by extrinsic evidence. (*Hudson v. Dailey* (1909) 156 Cal. 617, 624-625.)

In *Anaheim Union Water Company v. Fuller*, (1907) 150 Cal. 327, 328, the court held that the subdivision of land without a deed reservation of riparian rights could result in the severance of the parcels that were no longer contiguous to the riparian watercourse. Later, however, the California Supreme Court expanded on its interpretation of when riparian rights could be conveyed despite a silent instrument conveying the non-abutting parcel. In *Hudson v. Dailey*, the California Supreme Court determined that if an instrument conveying a non-contiguous parcel was silent regarding the preservation of riparian rights on that parcel, then the intent of the parties would determine whether the riparian right is preserved. The California Supreme Court stated:

A subsequent conveyance by one of the original owners, of a part of the tract not abutting upon the creek, would not carry any riparian or other right in the creek, unless the circumstances were such as to show that parties so intended, or were such as to raise an estoppel.

(*Hudson v. Dailey* (1909) 156 Cal. at p. 624 (underlining added).)

In *Murphy Slough Assoc. v. Avila* the California Court of Appeal addressed whether riparian rights of several landowners had been severed from property within a reclamation district and conveyed to the reclamation district at the time those property owners granted rights of way to the reclamation district for levee construction. The Court of Appeal analyzed the California Supreme Court's opinions in several riparian right cases, including *Anaheim Union Water Company v. Fuller* and *Hudson v. Dailey* in order to determine what was necessary to convey a riparian right. The Court of Appeal stated, in no uncertain terms, that the intent of the parties was the preeminent determinant as follows:

The overriding principle in determining the consequence of a conveyance of land insofar as riparian rights are concerned is the intention of the parties to the conveyance.

(*Murphy Slough Assoc. v. Avila* (1972) 27 Cal.App.3d 649, 657. See also *Pleasant Valley Canal Co. v. Borror* (1998) 61 Cal.App.4th 742, 780, holding that a property owner did not intend to sever the riparian rights to his irrigable acreage and therefore, the riparian rights had not been severed despite a silent deed granting a right of way that transected the property.) Extrinsic evidence is admissible to show the intent of the parties. (See *Murphy Slough Assoc. v. Avila*, *supra*, 27 Cal.App.3d at p. 655; see also *Pacific Gas & Elec. Co. v. G.W. Thomas Drayage, etc. Co.* (1968) 69 Cal.2d 33, 39-40.)

B. Riparian rights may be preserved in non-riparian, subdivided parcels by establishing a water company to serve those parcels

A water company can be formed to act as an agent of riparian proprietors for the purpose of providing water service to a parcel that is subdivided, even though individual parcels,

themselves, may not be contiguous to the watercourse. (*Quist v. Empire Water Co.* (1928) 204 Cal. 646, 651.) The water company would not have title to the water and would only act as the agent of those parcels for the purpose of distributing water to the various parcels. (*Id.*)

In *Quist v. Empire Water Company*, a land company owned a large tract of land that it desired to subdivide into several parcels, which it could then sell. (*Quist v. Empire Water Co.*, *supra*, 204 Cal. at p. 648.) The land company entered into an agreement with a water company, which stated that all lands were riparian, and which transferred the land company's interest in an irrigation company to the water company. (*Id.*) The land company conveyed all ditches, canals, weirs and rights of way to the water company and empowered the water company to act as an agent of the land company to provide the land company's tract with water, pursuant to the riparian right attached to that tract. (*Id.*) The land company subsequently subdivided the tract into several parcels and sold those parcels to individuals, specifically noting in the deeds that purchasers were receiving all water rights belonging to the parcel. (*Id.*) The California Supreme Court determined that the water company acted as an agent of the riparian parcel owners, and that, as an agent, the water company had no power to sell the water or water rights which were the subject of its agency. (*Id.* at p. 653.) (See to the same effect, *Copeland v. Fairview Land* (1913) 165 Cal. 148, 157.)

Further, a water company may be created for the convenience and economical management of a common water source to which the owners of several tracts have a right. (See *Woodside Marble & Tile Co. v. Dunsmore Canyon Water Co* (1920) 47 Cal.App. 72, 76-77; see also *Arroyo Ditch Water Co. v. Baldwin* (1909) 155 Cal. 280, 285.)

C. The best evidence to show intent to preserve a riparian water right is the totality of the circumstances surrounding the subdivision of the property

As discussed above, the relevant case law clearly provides that the intent of the parties is the preeminent factor in determining whether a riparian right is preserved in a subdivided parcel, which should be determined from the totality of the circumstances surrounding the subdivision and sale of parcels. (*Murphy Slough Assoc. v. Avila*, *supra*, 27 Cal.App.3d at p. 657 and *Hudson v. Dailey*, *supra*, 156 Cal. at p. 624; *Murphy Slough Assoc. v. Avila*, *supra*, 27 Cal.App.3d at p. 657.) In *Copeland v. Fairview Water Company*, the California Supreme Court noted, "[t]he land and the water together were very valuable; separately, the land, at least, was comparatively worthless." (*Copeland v. Fairview Land Co.* (1913) 165 Cal. 148, 157.) This provided the factual context under which the land company created the water company to serve each subdivided parcel.

The Preservation of the Riparian Status When the Trinity Village Property Was Subdivided for Development

Based upon even my cursory review of documents (some of which I have enclosed with this letter) from the time of the subdivision of the Trinity Village property and formation of the Water Company, there is ample documentation of the intent to preserve the riparian status of the

Trinity Village parcels prior to subdivision so that the Water Company could provide water service to Trinity Village. For example:

1. In 1962, prior to subdivision and development of the property, the owner of the property received a letter from the Arcata Pump Company that stated that groundwater was not available as a water supply for the property, and suggested that water from Hawkins Creek be used as the water supply for the property. (See the attached December 20, 1962 letter.)

2. In 1963, the property owners formed the Trinity River Development Company ("Development Company") for the purpose of subdividing the Trinity Village property for development. (See the attached agreement dated February 23, 1963).

3. In early 1964, the Development Company formed the Water Company. (See the attached February 14, 1964 Articles of Incorporation of the Water Company.)

4. Later in 1964, the Development Company issued a quitclaim deed conveying the riparian water rights of the Development Company to the Water Company ("Tract No. Trinity Village Subdivision in Lots 37, 38 and 39, Township 6 North, Range 6 East, Humboldt Base & Meridian"). (See the attached August 30, 1964 quitclaim deed.)

5. In 1965, the California Division of Real Estate issued its Final Subdivision Public Report approving formation of the Trinity Village subdivision, noting that easements were included in the title documents to provide for utility services, and stating: "Water will be supplied by the Trinity Village Water Company." (See the attached April 26, 1965 Final Subdivision Public Report of the California Department of Real Estate approving the Trinity Village subdivision.) Each of lots 37, 38 and 39 of the Trinity Village property, as described in the 1965 Final Subdivision Public Report, is contiguous and riparian to Hawkins Creek and the Trinity River.

6. Since its inception, the Water Company has provided water service to Trinity Village, first diverting water from Hawkins Creek, later supplemented by diversions from the Trinity River, and conveying, treating and distributing this water supply throughout the property by means of utility easements contained in the title documents for each parcel.

7. The Water Company filed statements of water diversion and use for the exercise of these riparian water rights under Statement S000602 for the years 1969, 1970, 1971 and 1972. In accordance with your October 7, 2008 letter, the Water Company expects to receive from the Division a supplemental statement beginning with the year 2010, and thereafter the Water Company will report water use to the Division as required.

As the case law outline above shows, there are several ways to preserve the riparian status of property when it is subdivided. The preeminent consideration is the intent of the parties at the time of the subdivision, which should be determined from the totality of the circumstances surrounding the subdivision and sale of parcels. It is clear from the totality of the circumstances

Mr. Steven Herrera
September 16, 2009
Page 5

surrounding the subdivision and development of Trinity Village that the property owners and the purchasers of the parcels intended that the Water Company would provide them water service from Hawkins Creek under the property's riparian water rights. All three lots of the property were contiguous to Hawkins Creek, which was the sole source of water for the property, and the property owners formed the Water Company to provide water service to the subdivision, which was confirmed by the California Division of Real Estate in its final report approving the subdivision. We conclude, therefore, that notwithstanding the subdivision of the property, the property preserved and continues to maintain its riparian status.

Please contact me if you have any questions on this matter.

Very truly yours,



PAUL M. BARTKIEWICZ

PMB:af

Copies (with enclosures):

Mr. Danny Walsh, Trinity Village Water Company
P.O. Box 210
Salyer, CA 95563-0210

Ms. Susan Wilson
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812- 2000

Mr. John McCammon
Chief Deputy Director
California Department of Fish and Game
1416 Ninth Street
Sacramento, CA 95814

Mr. Gary Stacey
Mr. Mark Stopher
California Department of Fish and Game
Northern Region
601 Locust Street
Redding, CA 96001

Mr. Steven Herrera
September 16, 2009
Page 6

Mr. William Condon
Department of Fish and Game
619 Second Street
Eureka, CA 95501

From: "Jane Arnold" <JArnold@dfg.ca.gov>
To: SWILSON@waterboards.ca.gov
Date: 6/20/2008 3:51:33 PM
Subject: second

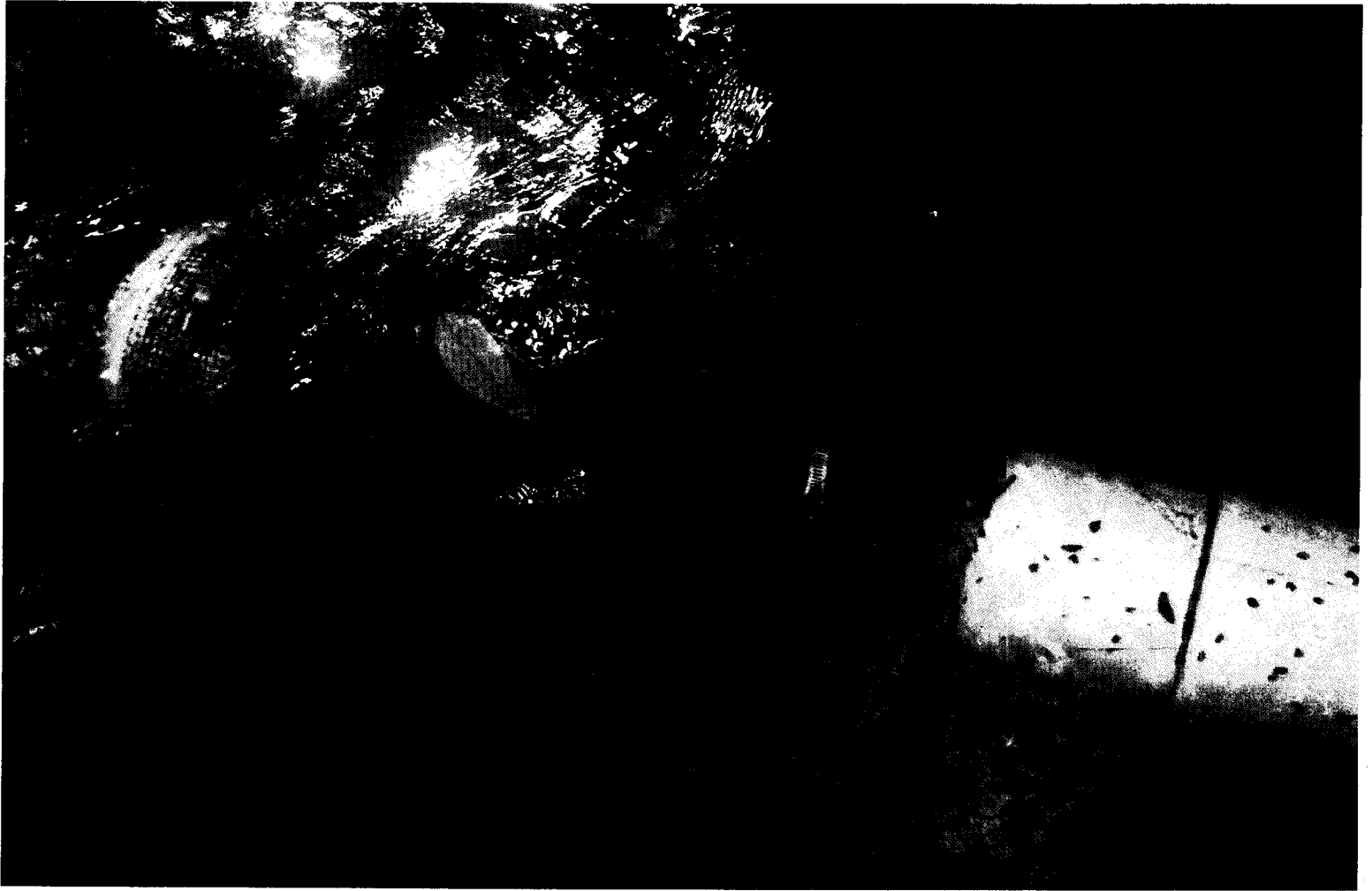
Susan,

This is the pump for the intake adjacent to Hawkins Creek for Trinity Village Water. My understanding from the site visit is that Prop 50 monies will be used to upgrade the facility because Trinity Village is under an order to boil water for drinking.

I am copying Michael van Hattem because he is reviewing the project for CEQA purposes.

Thanks,
Jane Arnold
Staff Environmental Scientist
Department of Fish and Game
619 Second Street
Eureka, California 95501
jarnold@dfg.ca.gov
Work: (707) 441-5671
FAX: (707) 441-2021

CC: MVANHATTEM@dfg.ca.gov





APPLICATION NUMBER
PERMIT NUMBER
LICENSE NUMBER

S000602

Checked by
Date

SWILSON

9/25/2008

Total Annual Diversion Limitation (if applicable)

0.00

acre-feet

Direct Diversion Calcs.

POD 1

POD 2

POD 3

POD 4

Direct Diversion Rate	0.00 cfs	0.00 cfs	0.00 cfs	0.00 cfs
(fill in only one rate for each POD)	45.00 gpm	0.00 gpm	0.00 gpm	0.00 gpm
	0.00 gpd	0.00 gpd	0.00 gpd	0.00 gpd
Diversion season begin date	1/1/2008	1/0/1900	1/0/1900	1/0/1900
Diversion season end date	12/31/2008	1/0/1900	1/0/1900	1/0/1900
No. of days in diversion season	365.00 days	0.00 days	0.00 days	0.00 days
Direct Diversion Quantity(s)	72.59 acre-ft	0.00 acre-ft	0.00 acre-ft	0.00 acre-ft

POD 5

POD 6

POD 7

POD 8

Direct Diversion Rate	1.00 cfs	0.00 cfs	0.00 cfs	0.00 cfs
(fill in only one rate for each POD)	0.00 gpm	0.00 gpm	0.00 gpm	0.00 gpm
	0.00 gpd	0.00 gpd	0.00 gpd	0.00 gpd
Diversion season begin date	1/1/2006	1/0/1900	1/0/1900	1/0/1900
Diversion season end date	1/1/2006	1/0/1900	1/0/1900	1/0/1900
No. of days in diversion season	0.00 days	0.00 days	0.00 days	0.00 days
Direct Diversion Quantity(s)	0.00 acre-ft	0.00 acre-ft	0.00 acre-ft	0.00 acre-ft

Total Annual Direct Diversion Quantity (calculated)

72.59

acre-feet

Total Annual Direct Diversion Quantity Cap (if applicable)

0.00

acre-feet

Annual Storage Quantity

RES 1

RES 2

RES 3

RES 4

	0.00 acre-ft	0.00 acre-ft	0.00 acre-ft	0.00 acre-ft
Number of Refills (if applicable)	0.00	0.00	0.00	0.00
Collection Season (mo/day to)				

RES 5

	0.00 acre-ft
Number of Refills (if applicable)	0.00
Collection Season (mo/day to)	

Total Annual Storage Quantity

0.00

acre-feet

Total Annual Storage Quantity Cap (if applicable)

0.00

acre-feet

Total Annual Diversion for Fee Calculation

72.59

acre-feet

The 'Total Annual Diversion for Fee Calculation' above is based on the maximum quantity of water that may be diverted under the application.

gpm = gpd = cfs/day gpm

	gpd	cfs continous	af/day	afa
45	64800	0.100260399	0.198516	72.45819

Add/Edit POD

Edit: Points of Diversion

Select Clear Close

POD ID

POD ID: 48101

Submit

Active POD ID: 48101

Active APPL ID: S000602

Active POD NUM: 01

Define POD Location

Draw Pt Enter BD Offset DD Offset

Save

Settings

Map Contents

POD Filter

Status Window

Selected PODs: 0

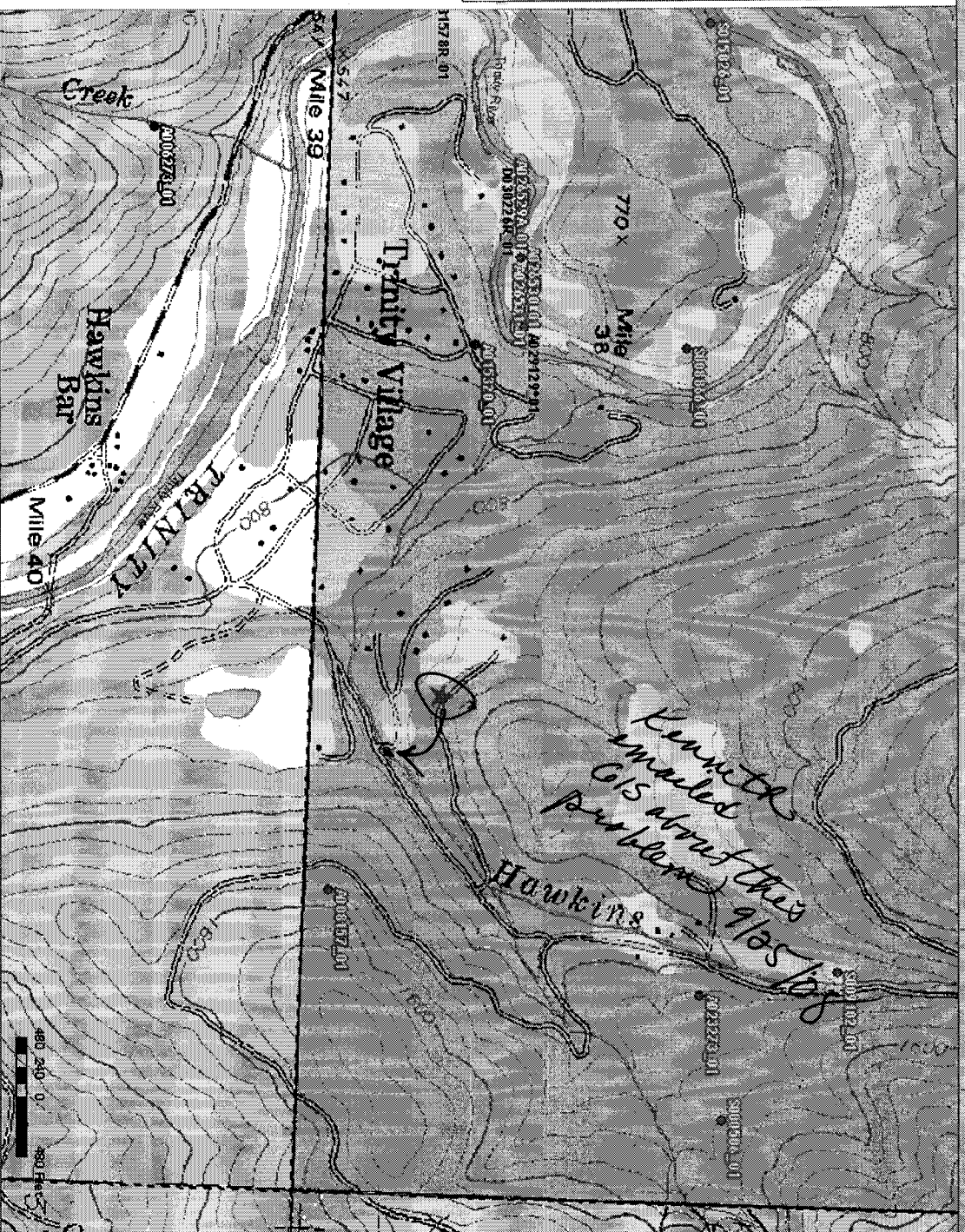
PODs Visible At Map Scale: Yes



You are logged in as: swilsonz

ewRIMS App

Scale 1:12000



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POD Legend

Metadata

Conditions of Use

Privacy Policy

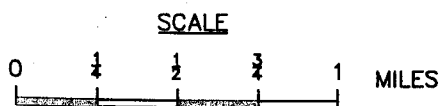
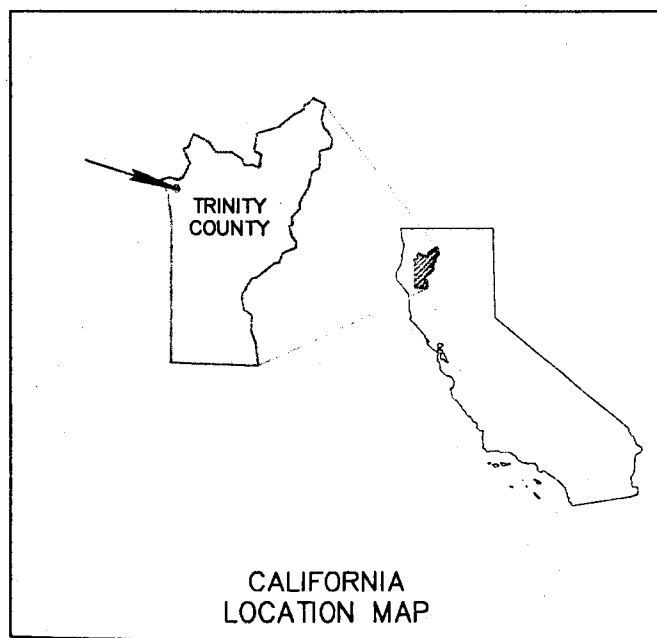
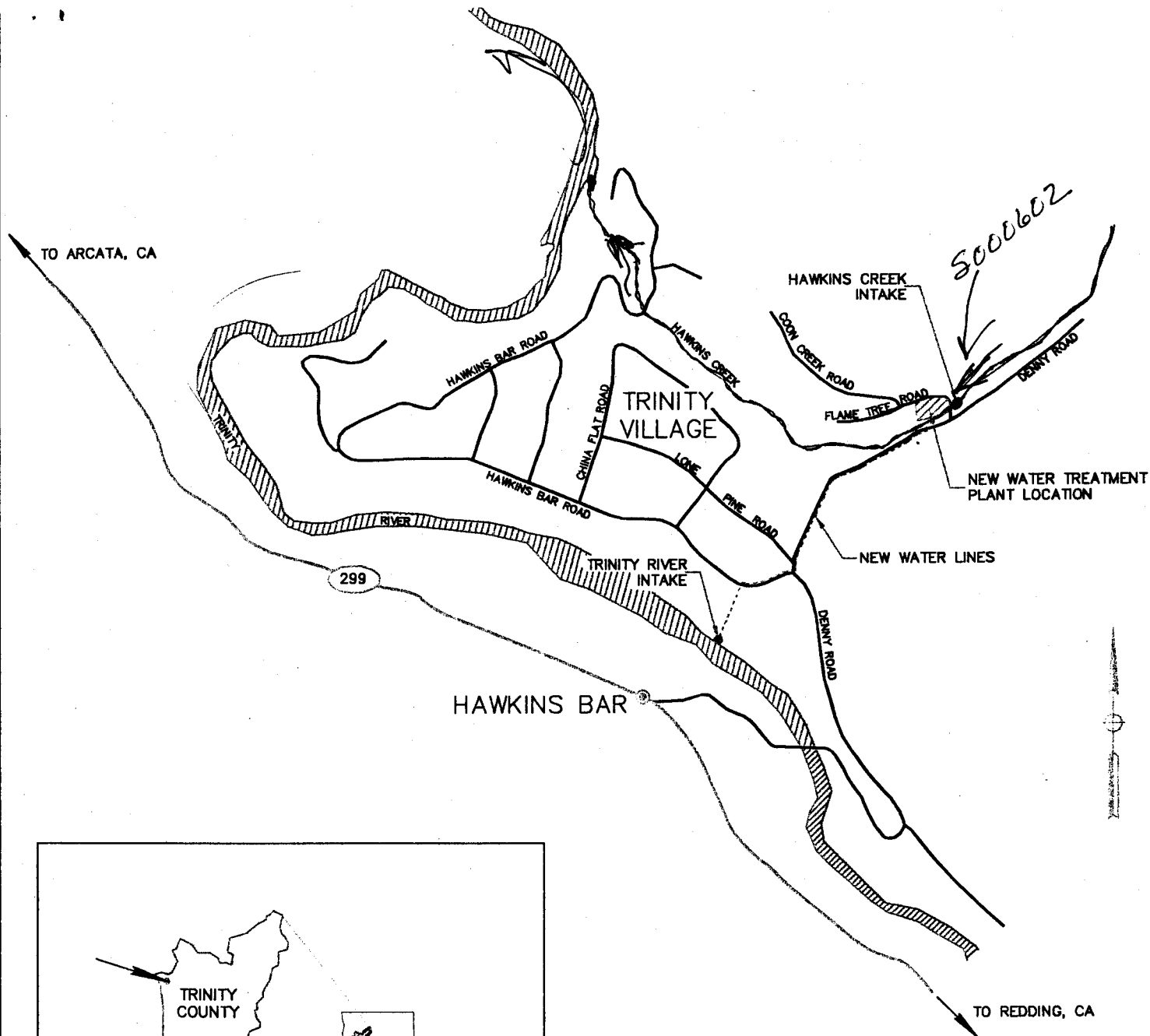
Done

start

Model Group Wise - M...

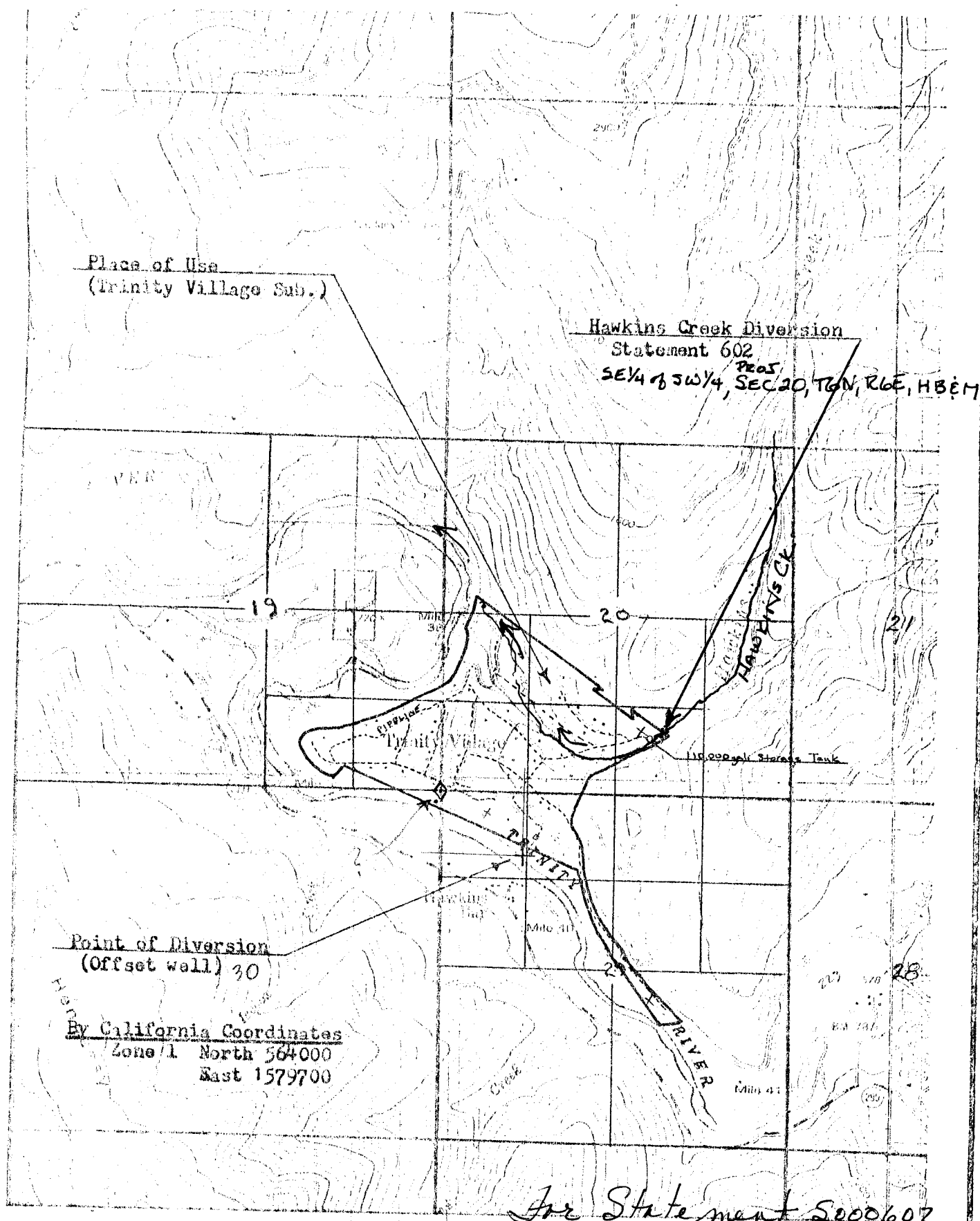
ewRIMS GIS Version ...

Internet 8:32 AM



PROJECT VICINITY MAP TRINITY VILLAGE WATER TREATMENT PLANT

CLIENT	DESIGNED BY:
TRINITY VILLAGE WATER COMPANY HAWKINS BAR, CA	DRAWN BY: C. SMITH
	CHK. BY:
	SCALE :
TRINITY VALLEY CONSULTING ENGINEERS, INC.	UNITS:
67 WALNUT WAY / P.O. BOX 1567	SHEET: 1 OF 1
WILLOW CREEK, CA 95573	DATE:
(530) 629-3000	



OWNER... Trinity Village Water Company....

SOURCE... Trinity River Underflow.....

DIVERSION WITHIN NW 1/4 NW 1/4 OF
proj. SECTION 29 T. 6N... R. 6E... H. 3EM

COUNTY OF... Trinity

U.S.G.S. QUAD Salyer 1979 1:24,000
Hennessy Pk. 1979 1:24,000

DATE SCALE

STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
DIVISION OF WATER RIGHTS

APPLICATION... 24462 ✓

PERMIT... 17650

LICENSE...

DATE: 10-29-86

DRAWN BY: J.O.

STATE OF CALIFORNIA
THE RESOURCES AGENCY
STATE WATER RESOURCES CONTROL BOARD

No. S. 602
Trinity

SUPPLEMENTAL STATEMENT OF WATER DIVERSION AND USE

Complete items A, B, C and I. The other items need not be completed unless there have been project changes since the last report.

A. Name of person diverting water Trinity Village Water Co.
Address 822 G Street, Arcata, California 95521

B. Name of body of water at point of diversion Hawkins Creek and Trinity River
Tributary to Trinity River

C. State quantity of water used each month in gallons ☐ or acre-feet ☐ (Check units reported or show other here) Thousands of gallons.

Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Annual
1970	: 700	: 700	: 800	: 900	: 900	: 1000	: 1200	: 1200	: 1000	: 700	: 700	: 700	: 10,500
1971	: 800	: 800	: 900	: 1000	: 1000	: 1100	: 1300	: 1300	: 1100	: 800	: 800	: 800	: 11,700
1972	: 900	: 900	: 1000	: 1100	: 1100	: 1200	: 1400	: 1400	: 1200	: 900	: 900	: 900	: 12,900

If monthly and annual use are not known, check months in which water was used. State extent of use in units, such as acres of each crop irrigated, average number of persons served, number of stock watered etc.

D. Place of diversion Adjacent to Lot 24 Block Trinity Village Subdivision
K Section 20, Township 6N, Range 2E, N B.M.

E. Name of works Trinity Village Water Co.

F. Capacity of diversion works 45 gallons/Min.

Capacity of storage reservoir 130,000 gallons

Type of diversion facility: gravity XX, pump XX

Method of measurement: weir XX, flume XX, electric power meter XX, water meter XX, estimate XX

G. Purpose of use (what water is being used for) 67 single family residences

H. General description or location of place of use Infiltration pond on Hawkins Creek

I. Name of person filing statement D. E. Riggs
Position Vice-President Organization Trinity Village Water Co.
Address 822 G Street, Arcata, California 95521

I certify that the foregoing statements are true and correct to the best of my knowledge.

Date signed March 20, 1973

Signature [Signature]

Use reverse side for additional information, if needed

STATE OF CALIFORNIA
THE RESOURCES AGENCY
STATE WATER RESOURCES CONTROL BOARD
DIVISION OF WATER RIGHTS
STATEMENT OF WATER DIVERSION AND USE

S602

This statement should be typewritten or legibly written in ink.

- A. Name of person diverting water Trinity Village Water Co.
Address 822 G Street, Arcata, California 95521
- B. Name of body of water at point of diversion Hawkins Creek and Trinity River
Tributary to Trinity River 1-021-69-00 D
Adjacent to Lot 24 Block Trinity Village Subdivision
- C. Place of diversion $\frac{1}{4}$ $\frac{1}{4}$ Section 20, Township 6N, Range 6E, HT 2024,
Trinity County, or locate it on sketch of section grid on reverse side with regard to section lines or
prominent local landmarks.
- D. Name of works Trinity Village Water Co.
- E. Capacity of diversion works 45 gals./min.
Capacity of storage reservoir 130,000 gallons
State quantity of water used each month in gallons thousands of gallons:

Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Annual
1969	600	600	700	800	800	1,000	1,200	1,200	1,000	600	600	600	9,700

If monthly and annual use are not known, check months in which water was used. State extent of use in units, such as
acres of each crop irrigated, average number of persons served, number of stock watered, etc.

Maximum annual water use in recent years approx. 10 million gallons
Minimum annual water use in recent years
Type of diversion facility: gravity ☐, pump ☒
Method of measurement: weir ☐, flume ☐, electric power meter ☐, water meter ☒, estimate ☐

F. Purpose of use (what water is being used for) Single Family residences - 40 in number

G. General description or location of place of use (use sketch of section grid on reverse side if you desire)
Infiltration pond on Hawkins Creek

H. Year of first use as nearly as known 1963

I. Name of person filing statement Ronald E. Riewerts
Position Vice-President Organization Trinity Village Water Co.
Address 822 G Street, Arcata, California 95521

I certify that the foregoing statements are true and correct to the best of my knowledge and belief.

Date signed

Signature

See Instructions on Reverse Side

ARCATA PUMP CO.

650 TENTH STREET
ARCATA, CALIFORNIA

December 20, 1962

Dr. Jack Walsh, M.D.
519 Sixth Street
Eureka, Calif.

Dear Dr. Walsh:

Following the inspection of your property near Hawkins Bar on the Trinity river, a preliminary survey shows the following:

Near the old mill site an alluvionary deposit is evident on the surface; said formation is setting on a fairly hard rock formation as evidenced by outcropping in the river. Water could be found directly over the rock formation. As stated on the phone, several fresh water springs are present in the rock formation also, but it is doubtful that they can be tapped with a well as a certainty.

From the equipment storage shed on the north end of the mill site, to the river along the river road, serpentine and shale formation are evident and definitely do not promise any water in this location.

My personal comment would be to provide a water system with adequate storage and main lines to all the lots. As a water supply, I would be tempted to drill two or three exploratory wells (8" diameter) somewhere on the old mill site where alluvional deposit is present.

If there is no water in sufficient quantity found in these two or three wells, then an infiltration sump on the Hawkins Creek would be advisable. In this case, a storage tank, filter, booster pump and pressure pump would be needed.

A more accurate survey would be needed for cost estimate of the system.

Trusting that the above information is what you have been anticipating, we remain,

Yours very truly

A.A. Pialorsi

A.A. Pialorsi
ARCATA PUMP CO.

2-23-63

To be issued

A G R E E M E N T

THIS AGREEMENT made Feb 23, 1963, between

DONALD E. REIWERTS, JACK WALSH, EDWARD H. ENQUIST, JR.,

and FRANCIS B. MATHEWS;

W I T N E S S E T H:

THAT, WHEREAS, the parties hereto have formed a corporation named Trinity River Development Co., which has acquired the land hereinafter described and which plans to develop and sub-divide said lands; and

WHEREAS, the property is that real property in the County of Trinity, State of California, described as follows:

Being that real property described in Book 99 Official Records, at Page 574, Trinity County Recorder's Office, document number 3636, Trinity County, California.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions, it is hereby agreed as follows:

1. That shares of stock of corporation shall be issued 30% each to Riewerts, Walsh and Enquist and 10% to Mathews, or their designees, for cash. An initial permit and issuance of \$1000.00 shall be obtained. Any future issue of shares shall be upon a pre-emptive basis. ~~The shares of Enquist (and the share application and permit) shall be issued 10% thereof each to Donald E. Riewerts, Jack Walsh, and Francis B. Mathews.~~

2. Riewerts has bought the land above described on behalf of corporation, free of any and all claims or liens except items 1st through 10th inclusive of Policy of Title of Western Title Insurance Company, No. 14268, to Donald E. Riewerts, dated December 13, 1961, and county taxes since said date, for the sum of \$29,477.78. The corporation shall issue a note for \$29,477.78 to

Riewerts secured by a deed of trust in repayment thereof.

3. Walsh agrees to lend corporation \$25,000.00 in cash to be loaned on or before May 1, 1963.

4. The monies due to Riewerts and Walsh shall be evidenced by promissory notes with 6% interest and payments 10% of principal due on June 1, 1964, and each year thereafter until paid, and each secured by a deed of trust. Neither deed of trust shall have priority over the other; in event of a foreclosure, the proceeds thereof shall be paid upon both notes in proportion to the amount due.

5. The corporation shall use the monies received from Walsh for the purpose of developing and sub-dividing the land above described. It is contemplated that the corporation shall sell or lease portions of the land from time to time; Riewerts and Walsh agree to release the lands so sold or leased from the terms of their respective deeds of trust in exchange for net proceeds of said sale or lease (said net proceeds to be applied against the balance due; the net proceeds to be divided and paid in proportion to the then balance due).

6. The corporation shall pay no salaries to the officers or directors as such. Services performed by or expenses incurred by any party to this agreement shall be paid for in such sum as the parties may from time to time agree.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Jack Walsh 12/4
Edward W. Engquist
De Riewerts
[Signature]

APPROVED:

TRINITY RIVER DEVELOPMENT CO.

BY De Riewerts

and BY [Signature]

2-14-64

465611

(41)

FILED

In the office of the Secretary of State
of the State of California

FEB 14 1964

FRANK M. JORDAN, Secretary of State

TRINITY VILLAGE WATER CO.

ARTICLES OF INCORPORATION

[Signature]
Deputy

...vision of right
to amend articles

Yes

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, hereby mutually agree to unite and associate ourselves together as a corporation, and for such purpose, we hereby make and adopt the following ARTICLES OF INCORPORATION:

ARTICLE I:

The name of this corporation shall be TRINITY VILLAGE WATER CO.

ARTICLE II:

The address and principal office and place for the transaction of the business of this corporation shall be at 822 G Street, Arcata, California, in the County of Humboldt.

ARTICLE III:

The primary business in which the corporation intends initially to engage is the sale and distribution of water as a public utility.

ARTICLE IV:

This corporation shall have the power to acquire by purchase or otherwise own, hold, buy, sell, convey, lease, mortgage or encumber or to contract for real estate or other property, personal or mixed, and to carry on the above businesses or any other business connected therewith, wherever the same may be permitted by law, and to the same extent as the laws of the State of California will permit, and as fully and with all powers that the laws of this State confer upon corporations and organizations under this section and to do any and all of the businesses above mentioned and set forth to the same extent as that natural persons might or could do.

1 ARTICLE V:

2 This corporation shall be managed by a board of three (3) directors
3 elected by the shareholders at the regular annual meeting, who shall hold
4 office for one (1) year until their successors are elected. The directors shall
5 elect all of the officers and appoint all agents. The regular meeting of the
6 Board of Directors shall be held immediately after the adjournment of each
7 regular meeting of shareholders. Such meetings to be held at the general
8 office of the corporation.

9
10 ARTICLE VI:

11 The names and addresses of the first members of the Board of
12 Directors are as follows:

13 DONALD E. RIEWERTS 1835 Buhne Street
Eureka, California

14 JACK WALSH 2307 S Street
Eureka, California

15 FRANCIS B. MATHEWS 2300 S Street
16 Eureka, California

17 ARTICLE VII:

18 That the corporation is authorized to issue only one (1) class of
19 shares of stock and all such shares are without par value. The total number of
20 such shares is One Thousand (1000).

21 IN WITNESS WHEREOF, we have hereunder set our hands this 31st
22 day of January, 1964.

23
24 Donald E. Riewerts
25 Donald E. Riewerts

26 Jack Walsh
27 Jack Walsh

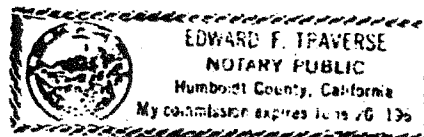
28 Francis B. Mathews
29 Francis B. Mathews
30
31
32

1
2
3 STATE OF CALIFORNIA
4 SS:
5 COUNTY OF HUMBOLDT

6 On this 31st day of January, 1964, before me, EDWARD F.
7 TRAVERSE, a Notary Public in and for the County of Humboldt, State of
8 California, residing therein, duly commissioned and sworn, personally
9 appeared DONALD E. RIEWERTS, JACK WALSH and FRANCIS B. MATHEWS,
10 and being known to me to be the persons whose names are subscribed to the
11 within instrument and acknowledged to me that they executed the same.

12 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
13 my official seal in the County of Humboldt, the day and year first above
14 written in this certificate.

15 *Edward F. Traverse*
16 Notary Public in and for the
17 County of Humboldt, State of
18 California



QUITCLAIM DEED

112 278

TRINITY RIVER DEVELOPMENT CO., a California corporation, does hereby grant to TRINITY VILLAGE WATER CO., a California corporation, the riparian rights of Trinity River Development Co. in and to all of those certain lots, pieces and parcels of land situate, lying and being in the County of Trinity, State of California and included on that certain map of plat entitled: "Tract No. Trinity Village Subdivision in Lots 37, 38 and 39, Township 6 North, Range 6 East, Humboldt Base & Meridian, April, 1964" recorded May 18, 1964 in Book 3 of Maps and Surveys at Page 165 through 172 inclusive, Trinity County Records, and the right to construct and maintain a water pipeline upon and across Lot A of Block P and Lot 2 of Block P and Lots 12 and 13 of Block E, and Lot 10 of Block H and Lot 25 of Block E as said lots and blocks are shown on that certain map of plat entitled: "Tract No. Trinity Village Subdivision in Lots 37, 38 and 39, Township 6 North, Range 6 East, Humboldt Base & Meridian, April 1964" recorded May 18, 1964 in Book 3 of Maps and Surveys at Page 165 through 172 inclusive, Trinity County Records.

Dated: August 30, 1964.

TRINITY RIVER DEVELOPMENT CO.,
a California corporation

BY: De Riewerts

STATE OF CALIFORNIA
SS:
COUNTY OF HUMBOLDT

On this 30th day of August, 1964, before me Edward F. Traverse a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared DONALD E. RIEWERTS known to me to be the President of the corporation described in and that executed the within instrument on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

RECORDED AT REQUEST OF

Mathews & Traverse

12 MIN. PAST 10 A.M.

APR 12 1965

TRINITY COUNTY RECORDS

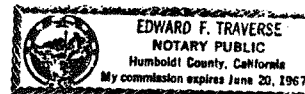
Mason Kuching

nj RECORDER

FF.E.2. J. J. J.

538

Edward F. Traverse
Notary Public in and for the said
County and State



MATHEWS & TRAVERSE
ATTORNEYS AT LAW
SUITE 200
PROFESSIONAL BLDG.
EUREKA, CALIFORNIA

(15)
4-26-65

BEFORE THE BUSINESS AND COMMERCE AGENCY
DEPARTMENT OF INVESTMENT
DIVISION OF REAL ESTATE
OF THE
STATE OF CALIFORNIA
MILTON G. GORDON, Real Estate Commissioner

In the matter of the application of
TRINITY RIVER DEVELOPMENT COMPANY
A Corporation
DONALD E. RIEWERTS, President

FINAL SUBDIVISION
PUBLIC REPORT

FILE NO. 6939 SAC

for a final subdivision public report on
TRACT NO. TRINITY VILLAGE SUBDIVISION
TRINITY COUNTY, CALIFORNIA

**This Report Is Not a Recommendation or Endorsement of the Subdivision
But Is Informative Only.**

Buyer or Lessee Must Sign That He Has Received and Read This Report.

THIS REPORT EXPIRES FIVE YEARS FROM DATE OR UPON A MATERIAL CHANGE

April 26, 1965

SPECIAL NOTES:

1. THIS REPORT DOES NOT INCLUDE LOTS "A" IN BLOCK 'N AND LOT "A" IN BLOCK P.
2. YOUR ATTENTION IS ESPECIALLY DIRECTED TO THE PARAGRAPHS BELOW
HEADED: SEWAGE DISPOSAL AND FLOOD AND DRAINAGE.

ADDITIONAL INFORMATION FOLLOWS IN NARRATIVE FORM:

LOCATION AND SIZE: Five (5) miles east of Salyer, north of Highway 299,
west of Denny Road. Approximately 257 acres divided into 230 lots or
parcels.

TITLE: Title is subject, among other things, to:

Easements affecting certain lots for utility, drainage, pipeline,
roadway and other purposes. These easements as they affect individual
lots may be determined by an examination of the recorded map and title
report for this subdivision.

ZONING: The property is to be sold for residential purposes, except for
lots 1 thru 5 in Block D and lots 1 thru 7 in Block E which are to be
sold for commercial purposes.

As of the date of the issuance of this report, lots in this
subdivision are in the "U" (Unclassified Zoning District).

RESTRICTIONS: Restrictions, recorded in Book 112, Page 367, April
12, 1965, as Document No. 536, Official Records of the Trinity County
Recorder, affecting the development, among other restrictions, limitations,
or use, contain the following provisions:

No residence of any kind of what is commonly known as boxed or sheet
milled construction, shall be built unless the same shall be covered
over upon all its outside walls with stucco, weatherboard, brick, stone
or other veneer material.

PURCHASE MONEY HANDLING WILL BE AS FOLLOWS: All funds received from each
purchaser will be impounded in a neutral escrow depository until a release
is obtained from any blanket encumbrance applying to this subdivision
and the legal title is delivered to the purchaser. (Refer Section
11013.2(a) of the Business and Professions Code.)

NOTE: A blanket encumbrance is one which affects more than one
parcel of subdivided land; it can concern money or matters of
agreement.

FILLED GROUND: The subdivider in his application for this report states that no lots are to contain filled ground.

FLOOD AND DRAINAGE: The Trinity County Road Commissioner reports as follows:

"This subdivision lies on a high bench, well above the high water line of the Trinity River, and no flood threat exists from this stream. A small tributary stream, Hawkins Creek, passes through the subdivision from Lot 13 to Lots 48 and 57, in a deep well contained channel. This stream passes under Flame Tree Road at Lot 13 thru a 72" corrugated metal pipe; and under Hawkins Bar Road through twin 60" corrugated metal pipes in the vicinity of Lots 52, 57 and 153. While these culverts are probably adequate to carry the stream, it is recommended that no building be done where damage could occur from culvert stoppage."

WATER: Water will be supplied by the Trinity Village Water Company. This company operates under the supervision of the Public Utilities Commission.

FIRE PROTECTION: U. S. Forest Service.

ELECTRICITY: Electricity will be supplied by the Pacific Gas and Electric Company, whose facilities are presently located adjacent to the subdivision.

TELEPHONE: Telephone service will be supplied by the Western Telephone Company, whose facilities are presently located within the subdivision.

SEWAGE DISPOSAL: The use of septic tanks for sewage disposal has been approved by the Bureau of Public Health Contract Service, State Health Department. The said Department reports as follows:

"Due to the terrain and soil conditions, the location of septic tanks and leach lines should be considered prior to the construction of buildings. Varying set-backs will be required on several lots in order to enable the installation of private sewage disposal systems.

The size and construction details of the sewage system must be approved prior to construction by the Building Department of the County of Trinity.

Block A - Lot 6 is unsuitable for sewage disposal and must be sold with either Lot 5 or Lot 7.

Block B - Lots 3, 4 and 5 must be sold as one lot.

Block C - Lots 1, 2, 3 and 4 will be conveyed to one ownership.

Block E - Lots 22 and 23 must be sold as one lot.

Block N - Lots 1 and 2 must be sold as one lot.

Block O - Lot 15 must be sold with either Lot 14 or Lot 16.

Block P - Lots 7 and 8 will require special design for sewage disposal systems."

The cost of the septic tank is to be borne by the lot or unit purchaser. Prior to commencing of any construction, purchasers should contact the local County Health Department for specifications and requirements.

STREETS AND ROADS: Streets within this subdivision have been offered for dedication and have been accepted by the county for public use and maintenance.

PUBLIC TRANSPORTATION: Public transportation consists of twice a week bus service along Highway 299, approximately 1 mile from the subdivision at Hawkins Bar.

PUBLIC SCHOOL DISTRICT WHICH SERVES THIS SUBDIVISION: The elementary and high school are in the Klamath Trinity Unified School District. The elementary school is approximately 10 miles from the subdivision and the high school is located at Hoopa approximately 22 miles from the subdivision. School bus service is available to both schools.

NOTE: Purchasers should contact the local school board if they desire information regarding school facilities and bus service.

SHOPPING FACILITIES: Limited shopping facilities are approximately 1 mile from the subdivision located at Hawkins Bar and consisting of country grocery and gas station.

MFD:mrs

Harold Hunt Co.

704 NINTH STREET
P. O. BOX 66
ARCATA, CALIFORNIA

REC...ED AT REQUEST OF *Matthew & Laurie*
10 MIN. PAST 10 A M
APR 12 1965
TRINITY COUNTY RECORDS
Mason Keeling
RECORDER FEE 6.00 *6.00* INDEXED

DECLARATION OF COVENANTS TO RUN WITH LAND COMPARED

The undersigned, TRINITY RIVER DEVELOPMENT CO., a California corporation, the owner of the real property in the County of Trinity, State of California, described on the Exhibit hereto annexed, hereby makes the following declarations as to limitations, restrictions and uses to which the lots and/or tract constituting the said sub-division designated as : "TRINITY VILLAGE SUB-DIVISION" may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said sub-division, this declaration of restrictions being designed for the purpose of keeping said sub-division desirable, uniform and suitable as herein specified:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars.
2. No residence of any kind of what is commonly known as boxed or sheet milled construction shall be built unless the same shall be covered over upon all its outside walls with stucco, weatherboard, brick, stone or other veneer material.
3. a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line.
b) No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other

- 1 permitted accessory building located 45 feet or more from the minimum
- 2 building setback line. No dwelling shall be located on any interior lot
- 3 nearer than 15 feet to the rear lot line.
- 4
- 5 c) For the purposes of this covenant, eaves, steps and open porches
- 6 shall not be considered as a part of a building, provided, however, that
- 7 this shall not be construed to permit any portion of a building, on a lot
- 8 to encroach upon another lot.
- 9 4. No dwelling shall be erected or placed on any lot having a width of less
- 10 than 60 feet at the minimum building setback line nor shall any dwelling be
- 11 erected or placed on any lot having an area of less than 1100 square feet.
- 12
- 13 5. Easements for installation and maintenance of utilities and drainage
- 14 facilities are reserved as shown on the recorded plat and over the rear five
- 15 feet of each lot. Within these easements, no structure, planting or other
- 16 material shall be placed or permitted to remain which may damage or inter-
- 17 fere with the installation and maintenance of utilities, or which may change the
- 18 direction of flow of drainage channels in the easements, or which may obstruct
- 19 or retard the flow of water through drainage channels in the easements. The
- 20 easement area of each lot and all improvements in it shall be maintained
- 21 continuously by the owner of the lot, except for those improvements for which
- 22 a public authority or utility company is responsible.
- 23
- 24 6. No noxious or offensive activity shall be carried on upon any lot, nor
- 25 shall anything be done thereon which may be or may become an annoyance or
- 26 nuisance to the neighborhood.
- 27
- 28 7. No structure of a temporary character, trailer, basement, tent, shack,
- 29 garage, barn, or other outbuilding shall be used on any lot at any time as a
- 30 residence, either temporarily or permanently.
- 31
- 32 8. No sign of any kind shall be displayed to the public view on any lot
- except one professional sign of not more than one square foot, one sign of not
- more than five square feet advertising the property for sale or rent, or signs

1 used by a bullder to advertise the property during the construction and sales
2 period.

3
4 9. No oil drilling, oil development operations, oil refining, quarrying or
5 mining operations of any kind shall be permitted upon or in any lot, nor shall
6 oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or
7 in any lot. No derrick or other structure designed for use in boring for oil or
8 natural gas shall be erected, maintained or permitted upon any lot.

9 10. No livestock, other than for private domestic use, shall be permitted.
10 Domestic animals shall be kept in a manner that will not create a public
11 nuisance.

12
13 11. No lot shall be used or maintained as a dumping ground for rubbish,
14 trash, garbage or other waste shall not be kept except in sanitary containers.
15 All incinerators or other equipment for the storage or disposal of such material
16 shall be kept in a clean and sanitary condition.

17 12. No individual water supply system shall be permitted on any lot unless
18 such system is located, constructed and equipped in accordance with the
19 requirements standards and recommendations of Trinity County Health Depart-
20 ment. Approval of such system as installed shall be obtained from such
21 authority.

22
23 13. All lavatories and/or toilets shall be built indoors and shall be connected
24 with outside septic tank or cesspool; septic tanks or cesspools shall be so
25 constructed as to cause no leaching to the surface and shall contain a minimum
26 of 100 feet of leach line and shall be at least 20 feet from the boundary line.
27 All such septic tanks or cesspools shall be constructed in accordance with the
28 requirements, standards and recommendations of the Trinity County Health
29 Department. Approval of such systems as installed shall be obtained from the
30 Trinity County Health Department.

31 14. No fences or hedges for the purpose of dividing or enclosing property
32 shall be constructed or planted or maintained on said premises higher than six
feet, except upon lot 25 of Block C.

15. No fence, wall, hedge or shrub planting which obstructs sight lines of elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
 16. No logging truck or heavy equipment is to be parked, maintained or garaged upon any lot.
 17. The covenants and restrictions herein set forth may be modified at any time by the owners of not less than 75% in number of the lots which are being restricted.
 18. No trailer house shall be kept or maintained upon any portion of the premises.
 19. The restrictions and covenants herein contained shall not be applicable to and shall not apply to any existing non-conforming structures or uses for the period of five years from the date hereof.
 20. No store, saloon, grocery or mercantile business shall be carried on nor any industrial activity carried on upon any lot.
 21. No lot may be subdivided or partitioned into smaller lot or lots than as they appear on the final map.
 22. The covenants and restrictions herein set forth are not applicable to and do not apply to lots designated as Lots 1, 2, 3, 4 and 5 of Block D and Lots 1, 2, 3, 4, 5, 6 and 7 of Block E.
- That the lots designated in this paragraph are within an area in which it is contemplated that mercantile structures may be constructed and maintained.

23. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

24. Enforcement shall be by proceedings of law or in equity against any person or persons violating and/or attempting to violate any covenant either to restrain violation or to recover damages.

25. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

26. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but title to any property subject to this Declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the restrictions and provisions hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures this 2nd day of APRIL, 1965.

TRINITY RIVER DEVELOPMENT CO.
a California corporation

BY De Riewerts
President

BY Francis B. Mathews
Secretary

STATE OF CALIFORNIA
COUNTY OF HUMBOLDT^{ss}

On this 2nd day of April, 1965, before me, Nancy Jackson, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Donald E. Riewerts and Francis B. Mathews, known to me to be the President and Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the

1 persons who executed the within instrument on behalf of the corporation therein
2 named and they acknowledged to me that such corporation executed the same.

3 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
4 official seal the day and year in this Certificate first above written.

5
6 *Nancy Jackson*
7 Notary Public in and for the County of
Humboldt, State of California

